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Doc#: 1408519000 Fee: \$44.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/26/2014 08:35 AM Pg: 1 of 3

Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 5th day of September, 2013, between Jeanette McColler, whose address is 18643 Laramie Rd, Country Club Hills, Illinois 60478 ("Mortgagor"), and State Bank of Herscher whose address is 10 Tobey Dr PO Box 68, Herscher, Illinois 60941 ("Lender").

State Bank of Herscher and Mortgagor entered into a Mortgage dated June 5, 2008 and recorded on July 3, 2008, filed for record in records of County of Cook, State of Illinois, with recorder's entry number 0818505114* ("Mortgage"). The Mortgage covers the following described real property:

Address: 20443 S Western Ave, Chicago Heights, Illinois 60411

Legal Description: *Also, Assignment of Leases and Rents dated 06-05-2008, Document #0818505115, Recorded 07-03-2008

The West 160 feet of the South 125 feet of that part of the Northwest Quarter of the Southwest Quarter of Section 18, Township 35 North, Range 14 East of the Third Principal Meridian, Lying East of the East Line of Western Avenue, in Cook County, Illinois.

Parcel ID/Sidwell Number: 32-18-300-002-0000

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- Jeanette McColler to secure Note #23418 in the dollar amount of \$82,338.09 with a fixed interest rate of 5.00%. The Maturity Date of the Note is extended to 11-05-2016, at which time all outstanding sums due to Lender under the Note shall be paid in Full, and the Mortgage is modified accordingly.

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as

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EY
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specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.


Date
Jeanette McColler
Individually

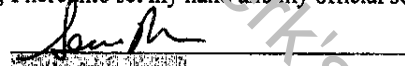
INDIVIDUAL ACKNOWLEDGMENT



STATE OF ILLINOIS)
COUNTY OF KANKAKEE)

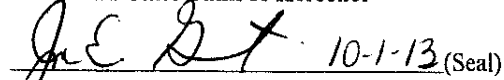
The foregoing instrument was acknowledged by Jeanette McColler, before me on 9/26/13. In witness whereof, I hereunto set my hand and my official seal.

My commission expires: 3/26/17


Kankakee County, IL
Identification Number

(Official Seal)

LENDER: State Bank of Herscher


Date
By: Joe Grant
Its: Asst. Vice President

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BUSINESS ACKNOWLEDGMENT

STATE OF ILLINOIS)

COUNTY OF KANKAKEE)

This instrument was acknowledged on the 1st of October, 2013, by Joe Grant, Asst. Vice President on behalf of State Bank of Herscher, a(n) Community Bank, who personally appeared before me.

In witness whereof, I hereunto set my hand and official seal.

My commission expires _____



Amanda Baker

Kankakee County, IL

Identification Number _____

(Official Seal)

Property of Cook County Clerk's Office

THIS INSTRUMENT PREPARED BY:
State Bank of Herscher
10 Tobey Dr PO Box 68
Herscher, IL 60941

AFTER RECORDING RETURN TO:
State Bank of Herscher
10 Tobey Dr PO Box 68
Herscher, IL 60941

Initials